



# COUNTY OF LOS ANGELES

## OFFICE OF THE COUNTY COUNSEL

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November 7, 2000

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### FACSIMILE COVER SHEET

TO:

Rachel Loftin *med 11-7-00*

Telephone Number:

415-744-2347

Facsimile Number:

415-744-1916

FROM:

Peter J. Gutierrez

RE:

Access Permit for Sampling Activity at Victoria Park and Golf Course

Number of Pages: 9 (Including this page)

MESSAGE: Attached for your execution is an Access Permit for the sampling activities to be performed by EPA this week at the Victoria Park and Golf Course. Please return the executed signature page to me. Mr. Cooper will sign the document today on behalf of the Department of Parks and Recreation. Please contact me immediately if you find any of the provisions to be problematic. Please forward the required evidence of insurance to Larry Hensley.

**NOTICE OF CONFIDENTIAL COMMUNICATION:** This message and the following document(s) are intended only for the use of the individual or entity to which they are addressed. This message and accompanying document(s) contain information from the Office of County Counsel, attorneys for the County of Los Angeles, which may be privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the person responsible for delivery to the intended recipient, this will notify you that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify our office at the above telephone number to arrange for its return to us.

**VICTORIA COUNTY PARK AND GOLF COURSE  
RIGHT OF ACCESS PERMIT**

THIS RIGHT OF ACCESS PERMIT ("Permit"), made and entered into this 7<sup>th</sup> day of November, 2000.

BY AND BETWEEN

COUNTY OF LOS ANGELES  
a body corporate and politic,  
hereinafter referred to as "PERMITTOR"

AND

U.S. ENVIRONMENTAL PROTECTION  
AGENCY  
its employees and contractors  
hereinafter referred to "PERMITTEE"

**RECITALS**

WHEREAS, PERMITTOR is the owner of certain real property and improvements known as Victoria County Park, located at the 419 E. 192nd Street, Carson, California, and Victoria County Golf Course located at 340 E. 192nd Street, Carson, California, collectively ("The Park"); and

WHEREAS, PERMITTEE is desirous of accessing "The Park" for the purpose of performing an environmental investigation including the collection of air, soil gas, and ground water samples pursuant to its regulatory authority; and

WHEREAS, the Director of the Los Angeles County Department of Parks and Recreation ("Director") is authorized by Los Angeles County Code Section 2.26.140 B3 to grant permits for ingress and egress to property under the jurisdiction of the department.

NOW, THEREFORE, this permit is issued subject to the following conditions:

**Victoria County Park and Golf Course  
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1. The general area to be covered under this permit is that shaded portion on the map of "The Park" as shown on the attached Exhibit "A". The exercise of any of the privileges granted by this permit constitutes acceptance of all the conditions of the permit.

2. PERMITTEE, in the exercise of the privileges herein granted, shall at all times comply with all applicable laws, rules and regulations.

3. PERMITTOR hereby grants PERMITTEE access to the permit area as follows:

3.1. Permit the U.S. Environmental Protection Agency (EPA) and its consultants and contractors access to the site for the purpose of collecting air, soil gas and ground water samples. EPA shall have the sole responsibility for the lawful disposal of contaminated material collected during the sampling event.

3.2. Enter and use existing motor vehicle roads, paths, or walkways in carrying out the sample collection process unless otherwise specifically authorized by PERMITTOR.

3.3. Enter the permit area to provide cleanup and repair of any disturbed or damaged landscape plantings, turf, irrigation or hard-scape surfaces caused by the permitted work.

3.4. All work will be performed between park operating hours of 7:00 A.M. and 4:00 P.M. Vehicles or supplies may not be left unsecured on the property by PERMITTEE. Any damage inflicted on park property (e.g., broken sprinklers, turf ruts, excavations etc.) must be repaired immediately upon completion of the work. PERMITTEE shall coordinate its activities with the Park Superintendent, Ms. Ermer Carden at Victoria Park, (310) 217-8384, and the Victoria Golf Course Superintendent, Mr. Tom Russel at (310) 323-4174.

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3.5. PERMITTEE shall implement, at PERMITTEE'S own expense, any necessary public protection measures.

4. The term of this Permit shall commence on November 7<sup>th</sup>, 2000 and terminate on November 30, 2000. Should additional time be required to complete the required work, PERMITTEE shall submit a written request to the PERMITTOR'S address listed in Section 12 below.

5. PERMITTEE shall have the right to obtain split samples of material collected by EPA.

6. The department may revoke this permit if PERMITTEE does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, PERMITTEE shall return the property to its original condition.

7. PERMITTEE shall provide PERMITTOR with the following items as applicable: (a) a Digalert number; (b) a work schedule; (c) utility shutoff or isolation plans; (d) a plan to protect the public during operations (signs, fencing, trench covering, etc.); (e) a recovery plan, including a description of the method of restoring (repairing utilities, sodding, seeding, etc.) any Park areas damaged in the exercise of this Permit; and (f) 24-hour phone numbers for PERMITTEE'S contact persons; and PERMITTEE shall pay for all costs, fees or charges for the application, installation, maintenance, or use of any utilities or services required to use the Permit Area and to restore said area to its original condition after including the installation of a separate electrical line and meter if required by PERMITTOR.

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8. PERMITTEE agrees to indemnify, defend and hold harmless PERMITTOR its agents, officer and employees, from and against any and all liability, expense, including defense costs; and legal fees and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with PERMITTEE's operations or its services performed hereunder, including any Worker's Compensation suits, liability or expense arising from or connected with the service performed by or on behalf of PERMITTEE by any person pursuant to this Permit. PERMITTEE's duty to indemnify PERMITTOR shall survive the expiration or earlier termination of this Permit.

9. Without limiting PERMITTEE's indemnification of COUNTY, PERMITTEE shall provide and maintain at its own expense during the term of this Permit the following program(s) of insurance covering its operations and construction hereunder. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY Risk Manager and evidence of such programs satisfactory to COUNTY shall be delivered to the Director before this Permit is executed by the PERMITTOR. Such evidence shall specifically identify this Permit and shall contain express conditions that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of any program of insurance. Further, all such insurance with the exception of Workers' Compensation insurance shall be primary to and not contributing with any other insurance maintained by COUNTY and shall name the COUNTY as an additional insured. Failure on the part of the PERMITTEE to procure or maintain required insurance will result in the County immediately suspending this Permit until PERMITTEE provides evidence of such insurance. PERMITTEE shall provide the following forms and amounts of insurance

9.1. Comprehensive Auto Liability: Endorsed of all owned and nonowned vehicles with a combined single limit of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence.

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**9.2. Workers' Compensation:** A program of Workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including Employers Liability with a ONE MILLION DOLLAR (\$1,000,000) limit covering all persons providing services on behalf of PERMITTEE and all risk to such persons under this Agreement.

**9.3. General Liability:** Insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises-operations, products/completed operations, independent contractors, advertising, contractual, broad form property damage, and personal injury with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence. If written with an annual aggregate limit, the policy limit shall be three times the required occurrence limit. If such insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than five years following the expiration of earlier termination of this Agreement.

**10.** This permit shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated, or transferred by PERMITTEE, whether voluntary or involuntary or by operation of law, nor shall PERMITTEE let or sublet or grant any license or permit with respect to the use and occupancy of PERMITTEE's access route without the written consent of the PERMITTOR being first obtained.

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**Victoria County Park and Golf Course  
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11. Any notice required to be given under the terms of this Permit or any law applicable thereto shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should PERMITTOR or PERMITTEE have a change of address, the other party shall immediately be notified as provided in the paragraph of such change:

**PERMITTEE:** U.S. Environmental Protection Agency  
75 Hawthorne Street  
San Francisco, California 94105

**PERMITTOR:** County of Los Angeles  
Department of Parks and Recreation  
Capital Projects Agency  
433 South Vermont Avenue  
Los Angeles, California 90020

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**Victoria County Park and Golf Course  
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12. This Permit may be signed in counterparts.

IN WITNESS WHEREOF, PERMITTEE has executed this Permit or caused it to be duly executed and County of Los Angeles has caused this Permit to be executed the day, month, and year first above-written.

U.S. Environmental Protection Agency

BY: \_\_\_\_\_  
Betsy Curnow, Chief, States, Tribes & Assessment Office

COUNTY OF LOS ANGELES, a body corporate and politic

By: \_\_\_\_\_  
Rodney E. Cooper, Director  
Department of Parks and Recreation

APPROVED AS TO FORM:

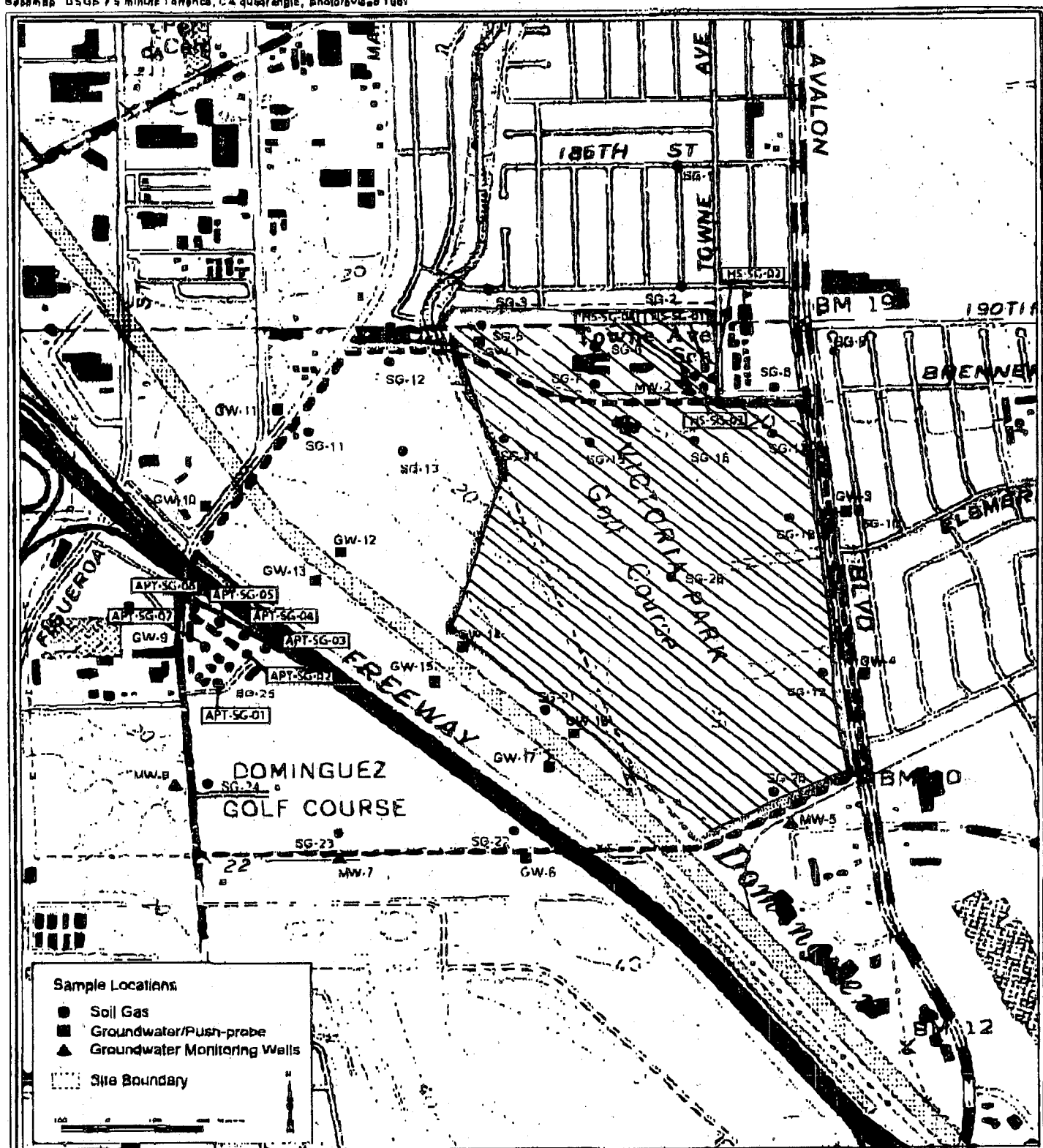
Lloyd W. Pellman  
County Counsel

By:   
Peter Gutierrez, Principal Deputy

lth:c:larselpmt



Base map USGS 7.5 minute Terrace, CA quadrangle, photorevised 1981



Victoria Park and Golf Course Boundary

Victoria Golf Course Site  
 Carson, California

Exhibit "A"